

As a result of this Amendment 0001, the subject solicitation is hereby modified as follows:

1. Under SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS, under section L. 14, the following changes are hereby made:

A. **Delete** paragraph D. Past Performance and **replace with** the following revised paragraph D. Past Performance:

D. Past Performance

The USPTO Project Team will assess the quality of the **Offeror's** past and present performance in similar services in programs of similar size and complexity. **The following past performance information will not be accepted:** Past performance for the Offeror's proposed teaming members/subcontractors, affiliated entities, parent corporations (if recently acquired) and subsidiaries, etc. The USPTO will utilize past performance information submitted by each Offeror in response to the solicitation. Each Offeror will have the cognizant contract reference complete a Past Performance Questionnaire for each contract provided as a past performance reference under its proposal (see Attachment "5" to this RFP). Each cognizant contract reference must (1) Fully complete and sign the questionnaire found at Attachment "5"; (2) Place the questionnaire in a sealed envelope clearly indicating the cognizant contract reference agency's/company's name and address and (3) Return the sealed envelope to the evaluated Offeror for inclusion in Volume I of the Offeror's proposal to be submitted to the USPTO by the RFP closing date. Offerors are prohibited from opening the sealed envelope containing the completed questionnaire. If the USPTO determines that the Offeror opened the sealed references or tampered with a questionnaire in any way, the Offeror will be deemed ineligible for award. Each prime contractor **shall provide no more than ten (10) Government and/or commercial past performance contract references**. Of the past performance contract references provided, five (5) **shall be the same five (5) contracts utilized under paragraph C. Experience, and must be currently in process or completed within the past three years. In addition, the contract references shall be or shall have been the customer receiving the actual services provided.**

The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

B. **Delete** paragraph E. Price Proposal and **replace with** the following revised paragraph E. Price Proposal:

E. Price Proposal.

Offerors' price proposals shall consist of 3 sections as follows:

Section I shall contain the following items: (1) Three (3) original signed copies of the SF 33 and (2) Three (3) original signed copies of amendments, if applicable.

Section II shall contain the following items: (1) Each Offeror shall complete Attachment "1" to this RFP by proposing fully burdened hourly rates (including wages, overhead, general and administrative expenses and profit) for each labor category identified in Attachment "1" to this RFP and costed in each of the following three ways - On-Site (with Government Furnished Furniture), On-Site (Government provides space only, no furniture provided) and Off-Site and (2) Each Offeror shall also provide a breakout for each labor rate showing each component that makes up the labor rate (i.e. director labor rate, any overheads, G&A and profit).

In addition, Offerors are encouraged to propose quantity discounts for the labor rates which reflect lower labor rates for each labor category based on the USPTO ordering different levels of total hours in each year of the contract. Offerors are not required to propose a Material Handling rate. If a Material Handling rate is proposed, the Offeror shall propose a percentage rate for the base year and each of the option years and it shall be capped at 3%. The Material Handling rate, if any, shall be provided as a percentage of the cost of future material to be procured under the resulting contract, if any. Offerors' attention is also directed to Clause **52.219-14 LIMITATIONS ON SUBCONTRACTING** (DEC 1996) which states that under a contract for non-construction services, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. The USPTO will monitor the successful Offeror's compliance with this clause over the course of the resulting contract.

Section III shall consist of the Offeror's proposed Firm Fixed Price to comply with IT Security, Certification and Accreditation (C&A) and C&A Continuous Monitoring requirements as described in Section C, Item 0003 of the RFP. However, if the Offeror proposes to provide the services required under Item 0003 of the RFP at no cost, then the Offeror shall insert "No Charge" in the price column for Item 0003 in Attachment "1" to this RFP.

Offerors must acknowledge receipt of this amendment prior to the closing date of the RFP by completing block 14 on each copy of the signed Standard Form 33 submitted with the offeror's proposal. Failure to do so may result in rejection of the offeror's proposal.